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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY STUDY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: Raleigh Police Department **Legal Entity Name:** City of Raleigh	**Contact Name:** Lt. Eric Goodwin
Address: 6716 Six Forks Road, Raleigh NC 27615	**Phone:** 919-996-1062 **E-Mail:** Eric.Goodwin@raleighnc.gov
Expected Payment Method: Not Applicable	**Billing Contact:** (if different than above) See attached Axon $0 quote, Exhibit C
Initial Term: 12 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	$2,500.00	25.00	$62,500.00
Implementation Fee (Public)	$250.00	25.00	$6,250.00

(Includes one-time fees)

Year 1 Total $68,750.00

Axon Enterprise, Inc. to be billed by Flock for the total contract price. Agency shall not be billed under this Agreement. See Exhibit C for Axon Quote.

I have reviewed and agree to the Customer Implementation Guide (Exhibit B) attached to this Agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by:
[redacted]
____(SEAL)

Garrett Langley
Name

Chief Executive Officer
Title

March 7, 2022
Date of Signature

Agency:

By: DocuSigned by:
[redacted]
Signature

Chief Estella D. Patterson
Name

Department Director
Title

Police
Department

March 8, 2022
Date of Signature

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GOVERNMENT AGENCY STUDY CUSTOMER AGREEMENT

This Government Agency Study Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires to partner with Flock Safety, Axon Enterprise, Inc. ("Axon"), and the National Police Foundation to use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users, in facilitation of a yearlong study on the efficacy of license plate reader technology;

WHEREAS, because Footage is stored for no longer than thirty (30) days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness, investigation and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.2 "***Authorized End User***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.3 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "***Flock IP***" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6"***Flock Services***" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.7 "***Footage***" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.8 "***Hardware***" shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Hardware***" excludes the Embedded Software.

1.9 "***Installation Services***" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 ***"Non-Agency End User"*** means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 ***"Non-Agency End User Data"*** means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 "***Unit(s)***" shall mean the Hardware together with the Embedded Software.

1.13 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("***User ID***"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 **Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vi) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (vii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 *Designated Locations.* Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("***Reinstalls***") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 *Agency's Installation Obligations.* Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work, The "***Agency Installation Obligations***" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Without being obligated or taking any responsibility for the foregoing, Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 *Flock's Installation Obligations.* The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic mold. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency, upon consent of Agency.

2.9 **Support Services.** Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services.. The work and its timing relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. During the installation and implementation period, prior to creation of Agency Data, Flock will have access to Hardware and Footage for sole purpose of quality control and proper installation.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of North Carolina, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from solely from the negligence or wrongdoing of the Agency for an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. The parties understand and acknowledge that no North Carolina case, statute, or Constitutional provision authorizes a local government to indemnify a contractor and that this contract provision may be unenforceable. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 **Confidentiality.** Each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without

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restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

5. PAYMENT OF FEES

5.1 **Fees.** Axon Enterprise, Inc. shall pay Flock on Agency's behalf for the first twelve (12) months of service hereunder as further described in the Quote (as defined herein) [See Exhibit C for Axon Quote].

5.2 **Changes to Fees. [**Reserved]

5.3 **Invoicing, Late Fees; Taxes.** [Reserved]

5.4 **No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days (**"No Fee Term"**) to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency, upon Agency notice and consent. For clarity, No-Fee Terms and Service Terms can occur simultaneously.

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6. TERM AND TERMINATION

6.1 **Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for a period of one (1) year.

6.2 **Agency Satisfaction Guarantee**. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 **Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach in a reasonable time after receiving notice. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

6.4 **Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Upon termination, and thirty days (30) prior written notice, Agency will have the option to transfer Agency Data to another system at no additional cost. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 **No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or

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other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT .THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies as follows:

Flock agrees to maintain, on a primary basis and at is sole expense, at all times during the life of this Agreement the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Flock is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Flock under this Agreement.

Commercial General Liability – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Flock does not own automobiles, Flock agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Flock agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than $1,000,000 each accident.

Additional Insured – Flock agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read 'City of Raleigh is named additional insured as their interest may appear'.

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Certificate of Insurance – Flock agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Flock's insurer. If Flock receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Flock agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

Umbrella or Excess Liability – Flock may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Flock agrees to endorse City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

7.6 **Force Majeure.** Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

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8.2 **Additional No-Fee Term Requirements.** AS FLOCK IS PROVIDING SERVICES WITH NO FEE FOR THE PURPOSES OF A PILOT, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees, as allowed by law, to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties..

8.4 **Indemnity.** Except to the extent caused by the sole negligence or willful misconduct of the Agency, Flock shall indemnify and hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Flock in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.

Flock shall indemnify and hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), and the quote attached hereto as Exhibit C ("Quote"), each of which are incorporated herein by reference, are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

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10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Intentionally Omitted.**

10.6 **Governing Law; Venue.** All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

10.7 **Publicity.** The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws. Flock acknowledges and understands that the City is not conferring any license to Flock under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Flock shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the Agency. In this regard, should any materials being produced by Flock for the Agency under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Flock shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.13 **Non-Discrimination.** To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Agreement or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Agreement. This provision is incorporated into the Agreement for the benefit of the City of Raleigh and its

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residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

10.14 **E-Verify.** Flock shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Flock's knowledge, any subcontractor employed by Flock as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

10.15 **Iran Divestment Act Certification.** Flock certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq*. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Flock shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10.16 **Companies Boycotting Israel Divestment Act Certification.** Flock certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

10.17 **Internal Audit Office Audit Clause**.

a. The Agency may conduct an audit of any services performed and fees paid subject to this Agreement. The Agency, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

b. Flock and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. The Agency, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Agreement.

c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the Agency's sole discretion, relate to matters, rights, duties or obligations of this Agreement.

d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.

e. Flock shall provide the Agency or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

f. The rights established under this section shall survive the termination of the Agreement, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Agreement.

g. Flock shall reimburse the Agency for any overcharges identified by the audit within ninety (90) days of written notice of the Agency's findings.

h. Flock shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

CONTRACTOR:

Flock Group Inc.

By: DocuSigned by: [redacted] (SEAL)
Signature

Alex Latraverse
Name

Chief Revenue Officer
Title

March 7, 2022
Date of Signature

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By: DocuSigned by: [redacted]
Signature

Chief Estella D. Patterson
Name

Department Director
Title

Police
Department

March 8, 2022
Date of Signature

ATTEST:

DocuSigned by: [redacted]
Signature

Garrett Langley
Name

Chief Executive Officer
Title

ATTEST:

DocuSigned by: [redacted] (SEAL)
City Clerk (or designee)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by: [redacted]
Chief Financial Officer (or designee)

City of Raleigh Contract Number 0000002587

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-344720-44483.670JN

Issued: 10/14/2021
Quote Expiration:
EST Contract Start Date: 12/13/2021
Account Number: 127654
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-8401 Battle Bridge Rd 8401 Battle Bridge Rd Raleigh, NC 27610-8636 USA	Raleigh Police Dept. - NC PO Box 590 Raleigh, NC 27602-0590 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jack Nolan Phone: Email: janolan@axon.com Fax:	Phone: (919) 996-3335 Email: estella.patterson@raleighnc.gov Fax:

Program Length	12 Months
TOTAL COST	$0.00
ESTIMATED TOTAL W/ TAX	$0.00

Bundle Savings	$0.00
Additional Savings	$68,750.00
TOTAL SAVINGS	$68,750.00

Quote Details

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
74300	FLOCK SAFETY ALPR CAMERA SYSTEM	25	12/13/2021	12/12/2022	$2,500.00		$0.00	$0.00
74302	FLOCK SAFETY ALPR CAMERA SYSTEM INSTALLATION	25	12/13/2021	12/12/2022	$250.00		$0.00	$0.00
							Total	$0.00

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	**CONTACT NAME:** Tiffany Miller **PHONE (A/C, No, Ext):** 770-371-8257 **FAX (A/C, No):** 770-371-1999 **E-MAIL ADDRESS:** tiffany@complete-insurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Atlantic Specialty Insurance / 27154
INSURED FLOCGRO-01 Flock Group Inc Dba Flock Safety 1170 Howell Mill Rd NW Atlanta GA 30318	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 702570179 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		711-01-72-03-0001	8/23/2021	8/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		711-01-72-03-0001	8/23/2021	8/23/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			711-01-72-03-0001	8/23/2021	8/23/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	406-04-69-96-0001	8/23/2021	8/23/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	E&O Information Risk Liab			760-01-07-88-0001 760-01-07-88-0001	8/23/2021 8/23/2021	8/23/2022 8/23/2022	Per Occ/Agg Per Occ/Agg	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies and mortgagees/lenders are included as additional insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the use, occupancy or maintenance of demised premises or acts or omissions, work or work product performed on behalf of the named insured per forms VCG2070618 and VCA2010618. Waiver of Subrogation applies per forms attached. Umbrella follows form. All policies are subject to a 30 day notice of cancellation (10 day for non-payment).

The Certificate holder and their officers, directors, employees, agents and volunteers are additional insured when required by written contract on General Liability for Ongoing and Completed Operations on a Primary and Noncontributory basis per forms VCG2070618, CG20370413. Additional Insured on Auto applies per form VCA2010618.

See Attached...

CERTIFICATE HOLDER

City of Raleigh
Post Office Box 590
Raleigh NC 27602-0590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tiffany Miller

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DocuSign Envelope ID: [redacted]

AGENCY CUSTOMER ID: FLOCGRO-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY TCIS - The Complete Insurance Source	**NAMED INSURED** Flock Group Inc Dba Flock Safety 1170 Howell Mill Rd NW Atlanta GA 30318
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies on General Liability, Auto and Workers Compensation per forms VCG2070618, VCA2010618 and WC000313 (or state specific form attached). Umbrella follows form.

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Policy Number: 711-01-72-03-0001 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Drive Other Car Coverage – Executive Officers and Certain Individuals

B. Section II – Covered Autos Liability Coverage

1. Additional Insured – Written Contract, Agreement, Permit or Authorization
2. Broadened Named Insured
3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)
4. Newly Acquired or Formed Organizations
5. Supplementary Payments – Bail Bonds and Loss of Earnings

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage
2. Towing – Any Covered Autos
3. Transportation Expenses Increased
4. Loss of Use Expenses Increased
5. Other Coverage Extensions
   - **a.** Airbag Discharge
   - **b.** Auto Theft Reward
   - **c.** Loan/Lease Gap Coverage
   - **d.** Rental Reimbursement
6. Diminution in Value
7. Communications Equipment
8. Deductible Waived For Glass Repair

D. Section IV – Business Auto Conditions

1. Duties in Event of Accident, Claim, Suit or Loss
2. Waiver of Subrogation When Required by Written Contract or Agreement

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish
2. Executive Officer

A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

a. For Covered Autos Liability Coverage and Physical Damage Coverage, "autos" in the care, custody or control of an "insured" described in Paragraph **2.** below, which you do not own, hire, lease or borrow, are covered "autos". But this does not include any "auto":

(1) Owned by any "insured" described in Paragraph **2.** below, or any member of their household, including any "auto" that is owned but not insured;

(2) Used by an "insured" described in Paragraph **2.** below while working in the business of selling, servicing, repairing or parking autos; or

(3) Insured or covered under another policy.

b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an "insured" described in Paragraph **2.** below, and their family members residing in the same household, are "insureds" while:

(1) Occupying as a passenger; or

(2) A pedestrian when struck by;

any "auto" you do not own, hire, lease or borrow, except an "auto" owned by an "insured" described in Paragraph **2.** below or members of their household, or an "auto" insured or covered under any other policy.

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E-INSURED

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured** of **Section II – Liability Coverage** is amended to include as an "insured" the following:

   If you are designated in the Declarations as:

   a. An individual, you and your spouse.

   b. A partnership, your partners and their spouses.

   c. An organization other than an individual or a partnership, your "executive officers" and their spouses.

3. **Limit of Insurance and Deductible**

   The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an "auto" you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an "auto" you own.

4. **Other Insurance**

   Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance** of **Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

   Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an additional "insured" any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by your maintenance, operation or use of a covered "auto". But this insurance does not apply:

   a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the "accident" that caused the "bodily injury" or "property damage";

   b. To any person or organization included as an "insured" under any other provisions of this policy, including this or any other endorsement;

   c. To the independent acts or omissions of such person or organization; or

   d. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends or the lessor or its agent takes possession of the "auto".

2. **Broadened Named Insured**

   Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

   a. Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an "insured" your "employee" while:

   (1) Using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

   (2) Operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Exclusion **B.5. Fellow Employee** of **Section II – Covered Autos Liability** is deleted.

   c. The following is added to **B.5.b** of **Section IV – Business Auto Conditions**:

   Any covered "auto" hired or rented without a driver by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered "auto" you own.

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4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an "insured" any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

(1) Coverage under this provision is afforded only until the end of the policy period; and

(2) Coverage does not apply to "bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments** of **Section II – Covered Autos Liability**, the following replaces Paragraphs **(2)** and **(4)**:

(2) Up to $3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

a. If hired "autos" are covered "autos" under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collison Coverage for any "auto" you own, a hired "auto" will be deemed a covered "auto" for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.

b. For Hired Physical Damage Coverage provided by paragraph **a.** above:

(1) The most we will pay for "loss" to any hired "auto" is the lesser of:

(a) $75,000 for "autos" of the private passenger type and $50,000 for all other "autos";

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) The Deductible is the largest Deductible for the applicable coverage for an "auto" you own.

(3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing** of **Section III – Physical Damage Coverage**:

We will pay up to $100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered "auto" is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type are increased to $75 per day, to a maximum of $2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses** of **Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is $1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage**:

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a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to $2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

(1) Any amount paid under the policy's Physical Damage Coverage; or

(2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

(1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".

(2) The most we will pay is the lesser of:

(a) Reasonable and necessary expenses actually incurred; or

(b) $50 per day.

(3) This coverage does not apply if a spare or reserve "auto" is available to you.

(4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or

b. $7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage**:

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

a. Citizen's band radio;

b. Two-way mobile radio or telephone;

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c. Scanning monitor receiver; or

d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is $5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C**. of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM GENERAL LIABILITY ENDORSEMENT – TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)
2. Non-Owned Aircraft and Watercraft Under 55 Feet
3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators
4. Personal and Advertising Injury Exclusions
   a. Insureds in Media and Internet Type Businesses
   b. Electronic Chatrooms or Bulletin Boards
5. Medical Payments – Increased Limits and Time Period
6. Product Recall Expense Coverage
7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

B. Section II – Who is an Insured

1. Broadened Named Insured
2. Additional Insured – Broad Form Vendor
3. Additional Insured – Written Contract, Agreement, Permit or Authorization
4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics
5. User of Covered Watercraft
6. Newly Acquired or Formed Organizations

C. Section III – Limits of Insurance – Aggregate Limit Per Location

D. Section IV – Commercial General Liability Conditions

1. Duties in Event of Occurrence, Offense, Claim or Suit
2. Waiver of Subrogation When Required by Written Contract or Agreement

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish
2. Coverage Territory – Worldwide
3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

(a) Hired, chartered or loaned with a paid crew; and

(b) Not owned by any insured.

b. The following replaces Exclusion **2.g.(2)(a)** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

(a) Less than 55 feet long; and

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c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to "property damage" to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of elevators at premises you own, rent, lease or occupy.

b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be $500,000.

c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

4. Personal and Advertising Injury Exclusions

a. Insureds in Media and Internet Type Businesses

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting; or

(2) Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising for you, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms or Bulletin Boards

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

5. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

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b. The following is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage **C** is the greater of $15,000 per person or the amount shown in the Declarations.

6. Product Recall Expense Coverage

a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	$ 50,000
Each Product Recall Limit	$ 25,000
Each Product Recall Deductible	$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.

2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":

(a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;

(b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";

(c) As often as may be reasonably required, permit us to:

(1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and

(2) Examine and make copies from your books and records;

(d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

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(e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.

d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":

(1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;

(2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Expenses for overtime paid to your regular non-salaried "employees";

(4) Expenses for hiring "temporary workers";

(5) Expenses incurred by "employees", including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space; or

(7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".

b. Does not include the following:

(1) Damages, fines or penalties;

(2) Defense expenses;

(3) The cost of regaining your market share, goodwill, revenue or profit; or

(4) Any expenses resulting from:

(a) Failure of any product to accomplish its intended purpose;

(b) Breach of warranties of fitness, quality, durability or performance;

(c) Loss of customer approval, or any cost incurred to regain customer approval;

(d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;

(e) The insured's caprice or whim;

(f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or

(g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

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B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as "vendor") with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business. But none of these vendors are an additional insured:

(1) If the "products-completed operations hazard" is excluded under the Coverage Part or by endorsement;

(2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;

(3) For "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such "bodily injury" or "property damage" in the absence of that contract or agreement; or

(4) For "bodily injury" or "property damage" caused by or arising out of:

(a) Any express warranty not authorized by you;

(b) Any physical or chemical change in the product made intentionally by the vendor;

(c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor's premises in connection with the sale of the product;

(f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:

(i) In the course of repackaging "your products" in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;

(ii) A demonstration, installation, servicing or repair operation of "your products" performed at the vendor's premises in connection with the sale of the product; or

(iii) An inspection, adjustment, test or servicing of "your products" the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. The insurance afforded to such vendor under Paragraph **a.** above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

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c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

(1) "Bodily injury", "property damage" or "personal and advertising injury" in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;

(2) "Bodily injury", "property damage" or "personal and advertising injury" in the maintenance, operation or use of equipment leased to you by such person or organization; or

(3) "Bodily injury", "property damage" or "personal and advertising injury" in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph **a.** above does not apply:

(1) Unless:

(a) The contract or agreement is executed, or the permit or authorization is issued, before the "bodily injury", "property damage" or "personal and advertising injury" occurs; and

(b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

(a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;

(b) Lessor of equipment after the equipment lease terminates or expires;

(c) Owner or other interests from whom land has been leased;

(d) Manager or lessor of premises if:

(i) The "occurrence" takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(e) Person or organization if the "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

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(f) "Bodily injury" or "property damage" occurring after:

(i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The insurance afforded to an additional insured under Paragraph **a.** above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:

(1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:

(1) Such additional insured is a Named Insured under that other insurance; and

(2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(2) The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract, agreement, permit or authorization; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics

a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:

But an “employee” or “volunteer worker” employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.

b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured “employee” or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

5. User of Covered Watercraft

a. Section II – Who Is An Insured is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:

a. “Bodily injury” to that person’s or organization’s “employee”; or

b. “Property damage” to property:

(1) Owned, occupied or used by; or

(2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

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b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

a. Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each "location" of yours. As used in this provision, "location" means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an "occurrence", offense, claim or "suit", or send us documents concerning a claim or "suit", apply only if the "occurrence", offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance or risk manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report the "occurrence" or offense to your workers' compensation insurer and that "occurrence" or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "occurrence" or offense is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Commercial General Liability Conditions**:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included within the "products-completed operations hazard" if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the "bodily injury" or "property damage" occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. "Coverage territory" means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured's

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responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. **Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight**

   The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

   But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered "mobile equipment" and not an "auto".

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POLICY NUMBER: 711-01-72-03-0001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT
Location And Description of Completed Operations
Location Building 1 1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy No. 406-04-69-96-0001

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

This form is not applicable to California.

Item 3.D SCHEDULE OF FORMS

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
Q 5381 01 77	KY TAX & ASSESSMNT CHARGES
Q 5516 03 98	NJ WORK COMP SURCHARGES
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 03 08 04 84	PARTNERS, OFFICERS & OTHERS EXCLUSION ENDT (Not Applicable to AA, AE, AP, CA, IL, MN, ND, NJ, NY, OH, PA, PR, WA, WY)
WC 00 03 11A 08 91	VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE (Not Applicable to AA, AE, AP, CA, HI, MD, MI, ND, NJ, NM, OH, PR, WA, WI, WY)
WC 00 03 13 04 84	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS (Not Applicable to AA, AE, AP, CA, KY, NH, NJ, TX, UT)
WC 00 04 04 04 84	PENDING RATE CHANGE ENDT (Not Applicable to AA, AE, AP, CA, IL, KS, MA, MN, MO, ND, NH, NM, OH, TN, TX, WA, WY)
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 06A 08 95	PREMIUM DISCOUNT ENDT (Not Applicable to AA, AE, AP, CA, CO, CT, DE, HI, KS, ME, MT, ND, NJ, NY, OH, OR, PA, PR, TN, TX, VA, VT, WA, WY)
WC 00 04 14 07 90	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT (Applicable to CO, MA)
WC 00 04 14A 01 19	90 DAY REPORT REQUIR NOTIFICATION OF CHANGE IN OWNERSHIP ENDT (Not Applicable to AA, AE, AP, CA, MA, MI, ND, NJ, OH, PR, WA, WY)
WC 00 04 19 01 01	PREMIUM DUE DATE ENDT (Not Applicable to AA, AE, AP, AZ, CA, MA, MI, ND, OH, OR, PR, TX, WA, WY)
WC 00 04 21E 01 21	CATASTROPHE PREM (OTHER THAN CERTIFIED ACTS OF TERRORISM) (Not Applicable to AA, AE, AP, CA, FL, MA, MI, MN, MO, ND, NM, NV, OH, PR, TX, VA, WA, WY)
WC 00 04 22C 01 21	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 00 04 24 01 17	AUDIT NONCOMPLIANCE CHARGE ENDT (Applicable to MN)
WC 00 04 25 01 17	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDT (Not Applicable to AA, AE, AP, CA, FL, ND, OH, PR, WA, WY)

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Item 3.D SCHEDULE OF FORMS

WC 02 04 01C 02 10	AZ ALCOHOL & DRUG-FREE WORKPLACE PREMIUM CREDIT ENDT
WC 02 06 01B 08 20	AZ CANCELLATION AND NONRENEWAL ENDT
WC 05 04 02 11 90	CO CLASSIFICATION ENDORSEMENT
WC 09 04 03C 01 21	FL TERRORISM RISK INSURANCE REAUTHORIZATION ACT ENDT
WC 09 04 07 07 13	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 09 06 07A 07 19	FL WORKERS COMP INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC 10 04 02 01 13	GA NON-COOPERATION WITH PREMIUM AUDIT ENDT
WC 10 06 01C 07 18	GA CANCELLATION, NON-RENEWAL & CHANGE ENDT
WC 12 03 06A 07 11	IL EXCLUSION ENDT
WC 12 06 01F 01 19	IL AMENDATORY ENDORSEMENT
WC 15 04 01A 01 10	KS FINAL PREMIUM ENDT
WC 15 04 04 03 96	KS PENDING LOSS COST ENDT
WC 15 06 01A 01 87	KS CANCEL & NON-RENEWAL ENDT
WC 16 03 05 06 07	KY PART ONE WORKERS COMPENSATION INSURANCE ENDT
WC 16 06 01 12 97	KY CANCELATION & NONRENEWAL
WC 16 06 02 10 99	KY NOTICE OF APPEAL RIGHTS
WC 17 03 03 12 00	LA DUTY TO DEFEND ENDT
WC 17 06 01J 08 18	LA AMENDATORY ENDT
WC 17 06 02A 02 96	LA COST CONTAINMENT ACT ENDT
WC 20 03 01 04 84	MA LIMITS OF LIABILITY ENDT
WC 20 03 02A 09 08	MA ASSESSMENT CHARGE
WC 20 03 03D 08 10	MA NOTICE TO POLICYHOLDER ENDT
WC 20 03 06B 06 13	MA LIMITED OTHER STATES BENEFIT ENDT
WC 20 04 01 11 90	MA PENDING PREMIUM CHANGE ENDT
WC 20 04 05 06 01	MA PREMIUM DUE DATE ENDT
WC 20 06 01A 07 08	MA CANCELLATION ENDT
WC 22 00 00A 11 03	MN AMENDATORY ENDT
WC 22 03 01 01 05	MN COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS ENDT
WC 22 06 01D 08 06	MN CANCELLATION AND NONRENEWAL ENDORSEMENT
WC 24 04 06C 08 05	MO EMPLOYER PAID MEDICAL ENDT
WC 24 06 01B 01 96	MO CANCEL & NON-RENEWAL ENDT
WC 24 06 02B 07 06	MO PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDT
WC 24 06 04C 09 19	MO AMENDATORY ENDT
WC 27 06 01C 10 08	NV CANCELLATION AND NONRENEWAL ENDT
WC 28 04 04 01 08	NH PENDING RATE CHANGE ENDT
WC 28 04 05 09 20	NH AUDIT NONCOMPLIANCE CHARGE ENDT
WC 28 06 01 04 84	NH SOLE REPRESENTATIVE ENDT
WC 28 06 04 04 92	NH AMENDATORY ENDT
WC 29 03 06B 07 07	NJ PART TWO EMPLOYERS LIABILITY ENDT
WC 31 03 08 04 84	NY LIMIT OF LIABILITY ENDT
WC 31 03 19I 01 18	NY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
WC 31 06 18 03 15	NY WORKERS COMP POLICYHOLDER NOTICE OF RIGHT TO APPEAL
WC 32 03 01D 07 18	NC AMENDED COVERAGE ENDT
WC 34 03 01C 03 10	OH EMPLOYERS LIABILITY COVERAGE
WC 35 06 01F 02 14	OK CANCELLATION NONRENEWAL AND CHANGE ENDT

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WC 35 06 03 12 93	OK FRAUD WARNING ENDT
WC 36 03 01 04 84	OR UNSAFE EQUIPMENT EXCL ENDT
WC 36 03 06 01 02	OR LIMITS OF LIABILITY ENDT
WC 36 04 06 10 01	OR PREMIUM DUE DATE ENDT
WC 36 06 01E 01 08	OR CANCELLATION ENDORSEMENT
WC 38 04 01B 01 15	RI SHORT RATE CANCELLATION ENDT
WC 38 06 01 04 84	RI DIRECT LIABILITY STATUTE
WC 41 04 02 08 03	TN PENDING LOSS COST ENDT
WC 42 03 01J 06 20	TX AMENDATORY ENDORSEMENT
WC 42 03 04B 06 14	TX WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 42 04 07 03 02	TX AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDT
WC 43 03 05 07 00	UT WAIVER OF SUBROGRATION ENDT
WC 43 06 02 07 02	UT CANCELLATION ENDT
WC 44 06 01 04 84	VT LAW ENDT
WC 44 06 02C 01 21	VT CANCELLATION AND NONRENEWAL ENDT
WC 45 06 02 07 93	VA AMENDATORY ENDT
WC 47 03 01A 07 08	WV EMPLOYERS LIABILITY INTENTIONAL ACT EXCLUSION ENDT
WC 47 03 02 07 06	WV WORKERS COMP RECOVERY FROM OTHERS ENDT
WC 47 06 01 07 08	WV CANCELLATION ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES
WC 99 06 18B 03 16	NOTICE OF CANCELATION TO DESIGNATED PERSON OR ORGANIZATION (Not Applicable to AA, AE, AP, AZ, DC, FL, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PA, PR, TX, VT, WA, WI, WY)
WC 99 06 37A 02 18	OH CANCELATION AND NONRENEWAL ENDT
G 1690B 04 85	Endorsement 1 - CONTINUATION OF FORM WC 252 041984
G 1690B 04 85	Endorsement 2 - NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION ENDT

Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

17 12 20	NC POSTING NOTICE - ENGLISH
17 S 12 20	NC POSTING NOTICE - SPANISH
1 AE 02 14	OK POSTING NOTICE - ENGLISH
1 AS 02 14	OK POSTING NOTICE - SPANISH
31 12 05	VT POSTING NOTICE - ENGLISH
353 C 09 16	OK WC MEDICAL DEDUCTIBLE ACCEPTANCE/REJECTION LETTER
6 01 13	TX POSTING NOTICE - ENGLISH
6 S 01 13	TX POSTING NOTICE - SPANISH
AWC 107 08 17	MN POSTING NOTICE - SPANISH
AWC 108 09 02	MN IMPORTANT NOTICE
AWC 111 07 04	IL WC FUND SURCHARGE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 117 03 06	VT REINSTATEMENT LIABILITY POSTING
AWC 122 05 06	KY POSTING NOTICE - SPANISH

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AWC 123 08 17	MN POSTING NOTICE - ENGLISH
AWC 125 12 05	VT POSTING NOTICE - SPANISH
AWC 153 08 16	NY CLAIMANT INFORMATION PACKET
AWC 154 07 19	NY CLAIMANT INFORMATION DIAGNOSTIC IMAGING NETWORK
AWC 161 07 11	AZ POSTING NOTICE WORK EXPOS STAPH, MRSA, SPINAL MENING, TB
AWC 162 02 12	LA POSTING NOTICE - ENGLISH
AWC 163 02 12	LA POSTING NOTICE - SPANISH
AWC 164 08 10	MA POSTING NOTICE - ENGLISH
AWC 165 08 10	MA POSTING NOTICE - SPANISH
AWC 168 04 12	WV POSTING NOTICE
AWC 176 02 14	SC POSTING NOTICE
AWC 19 11 17	NY WC BENEFITS DEDUCTIBLE COVERAGE OPTIONS
AWC 28 11 17	MN BENEFITS DEDUCTIBLE OPTIONS
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 306 12 19	TX HEALTH CARE NETWORK OFFER LETTER
AWC 307 12 19	NY OPTUM PRESCRIPTION PROGRAM (Applicable to NY)
AWC 307 S 12 19	NY OPTUM PRESCRIPTION PROGRAM - SPANISH (Applicable to NY)
AWC 400 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE - WC
AWC 61 05 97	KY NOTICE OF INSURED'S RIGHTS
AWC 70 04 09	KY WC POSTING NOTICE
AWC 73 09 97	CO RISK MODIFICATION PLANS - PREMIUM CREDITS
AWC 77 03 98	NJ POSTING NOTICE
AWC 84 06 15	IN POSTING NOTICE - ENGLISH
AWC 85 11 12	IN POSTING NOTICE - SPANISH
AWC 93 01 01	NJ POSTING NOTICE - SPANISH
AWC 96 11 03	NV EMPLOYERS WORKERS COMP INSURANCE GUIDE
AWC 97 07 05	EMPLOYEES GUIDE TO NEVADA WC INSURANCE - ENGLISH
AWC 98 07 05	EMPLOYEES GUIDE TO NEVADA WC INSURANCE - SPANISH
AWC 99 11 17	NV DEDUCTIBLE OPTIONS
C 105E 09 17	NY POSTING NOTICE - ENGLISH
C 105S 09 17	NY POSTING NOTICE - SPANISH
C 430S 09 16	NY STATEMENT OF RIGHTS POSTING NOTICE
D1 06 18	NV POSTING NOTICE
DFSF2DWC65 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - ENGLISH
DFSF2DWC66 11 10	FL IMPORTANT WORKERS COMP INFO FOR FL EMPLOYERS - SPANISH
FORM 09-01A 11 19	FL DRUG FREE WORKPLACE CREDIT APP
FORM SAFETY 09-3A 11 19	FL CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT
G 10800 01 89	MO NOTICE OF PREMIUM SURCHARGE
G 10830 01 04	KY CLAIMS NOTICE

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Item 3.D SCHEDULE OF SUPPLEMENTAL FORMS

G 10845-2 12 16	CO DISCLOSURE FORM
G 10874 11 17	GA DEDUCTIBLE OPTIONS NOTICE
G 10994 11 17	AL DEDUCTIBLE OPTIONS
G 11690 04 95	IN NOTICE TO POLICYHOLDERS
G 12609 11 17	KY DEDUCTIBLE OPTIONS
G 12643 01 21	CO WORKERS COMPENSATION BENEFITS DEDUCTIBLE OPTIONS
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
G 12769 01 94	FL DEDUCTIBLE NOTICE
G 12894 11 17	NH WC CLAIMS BENEFITS DEDUCTIBLE OPTIONS
G 14028 09 17	RI BENEFITS DEDUCTIBLE OPTIONS
G 14090 06 96	GA EMPLOYERS NOTICE OF FREE SAFETY RESOURCES AVAILABLE
G 14250 11 17	SC BENEFITS DEDUCTIBLE OPTION
G 14311 11 97	SC APPLICATION DRUG FREE
G 14312 09 07	VA DRUG FREE NOTICE
G 15414 11 17	MO DEDUCTIBLE NOTICE
G 6760 01 93	IL COMPLAINT NOTICE
ICA 04 615 01 08 01	AZ POSTING NOTICE - ENGLISH
ICA 04 615 01S 08 01	AZ POSTING NOTICE - SPANISH
ICA 41 100 08 01	AZ REPORT OF SIGNIFICANT WORK EXPOSURE TO BODILY FLUIDS
ICPN 10 11	IL POSTING NOTICE - ENGLISH
ICPNSP 10 11	IL POSTING NOTICE - SPANISH
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
KWC 25 05 15	KS WORK COMP INFORMATION - ENGLISH
KWC 250 05 15	KS WORK COMP INFORMATION - SPANISH
KWC 270A 11 16	KS CLAIMS ADVISORY POSTING NOTICE - SPANISH
KWC 27A 11 16	KS CLAIMS ADVISORY POSTING NOTICE - ENGLISH
KWC 40 04 13	KS POSTING NOTICE
LB 0922 04 18	TN POSTING NOTICE - ENGLISH
LB 0922SP 04 18	TN POSTING NOTICE - SPANISH
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
NOTICE IISS 03 20	INFORMATIONAL NOTICE TO POLICYHOLDERS
PHN 101 07 21	TEXAS COMPLAINT NOTICE
Q 5469B 11 96	IMPORTANT STATE REQUIREMENTS
Q 5564B 01 21	OR MED CLAIMS PAYMENT NOTICE
Q 5588A 02 93	MN POLICYHOLDER NOTICE
Q 5599 07 92	CO NOTICE TO POLICYHOLDER
Q 5614 01 93	MA BENEFITS DEDUCTIBLE PROGRAM
Q 5634 06 94	OR NOTICE TO POLICYHOLDERS
RC 227 11 09	OR RISK CONTROL NOTICE
RC 228 10 07	FL RISK CONTROL NOTICE
RC 232 11 09	CO RISK CONTROL NOTICE
RC 244 11 09	MN RISK CONTROL NOTICE
RC 257 01 18	TX RISK CONTROL NOTICE
RC 263 11 09	KS RISK CONTROL NOTICE
RC 279 07 16	MO RISK CONTROL NOTICE
RC 288 11 09	OK RISK CONTROL NOTICE
UTP 03 10	UT POSTING NOTICE - ENGLISH
UTP S 03 10	UT POSTING NOTICE - SPANISH
VCM PHN VA 001 10 13	IMPORTANT INFORMATION TO VIRGINIA

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	POLICYHOLDERS
VGN 637 IL 04 10	IL IMPORTANT NOTICE TO POLICYHOLDERS
VIL 714 MO 08 12	MO NOTICE TO POLICYHOLDER
VWC 1 11 03	VA POSTING NOTICE - ENGLISH
VWC 1SP 11 03	VA POSTING NOTICE - SPANISH
WC 051 10 94	CO IMPORTANT NOTICE
WC 106 02 14	MO POSTING NOTICE - ENGLISH
WC 106 S 02 14	MO POSTING NOTICE - SPANISH
WC 289 10 84	IL MEDICAL BENEFITS DEDUCTIBLE OPTIONS NOTICE
WC 49 11 07	CO POSTING NOTICE
WC 50 06 99	CO WARNING
WC 7818 05 93	UT FRAUD NOTICE - WARNING
WC 8424D 02 02	AZ POSTING NOTICE
WC 99 04 02 10 04	NY WC SECURITY FUND SURCHARGE ENDORSEMENT
WC BOR 07 16	GA POSTING NOTICE - BILL OF RIGHTS - ENGLISH
WC BOR SP 07 16	GA POSTING NOTICE - BILL OF RIGHTS - SPANISH
WCC1 10 12	AL POSTING NOTICE
WCP 1 04 14	NH POSTING NOTICE - ENGLISH
WC P1 GA 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - ENGLISH
WC P1 GA SP 07 06	GA POSTING NOTICE - PANEL OF PHYSICIANS - SPANISH
WCP 1S 04 14	NH POSTING NOTICE - SPANISH

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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Schedule of Forms

Item 3D

Applicable States - California

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Form Numbers

4Q 4491-1 01 15	QUICK REFERENCE GUIDE
AWC 115 02 04	PRIVACY ACT NOTICE
AWC 120 03 04	CA WHISTLEBLOWERS POSTING NOTICE - ENGLISH
AWC 121 06 04	CA WHISTLEBLOWERS POSTING NOTICE - SPANISH
AWC 137 06 20	CA MPN INFORMATION
AWC 149 02 08	CA PRIVACY DISCLOSURE NOTICE
AWC 167 01 12	CA IMPORTANT NOTICE - IF THIS POLICY IS CANCELLED
AWC 303 12 19	OPTUM PRESCRIPTION PROGRAM (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 303 S 12 19	OPTUM PRESCRIPTION PROGRAM - SPANISH (Not Applicable to AA, AE, AP, ND, NY, OH, PR, WA, WY)
AWC 403 01 18	CA GENERAL PARTNER AND LLC WAIVER
AWC 404 01 18	CA CORPORATE OFFICERS DIRECTORS WAIVER
G 12652 03 94	IMPORTANT NOTICE REGARDING SUBCONTRACTORS
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
NOTICEFLWC 02 16	FL INFORMATIONAL NOTICE
NOTICE IISS 03 20	INFORMATIONAL NOTICE TO POLICYHOLDERS
PHN 101 07 21	TEXAS COMPLAINT NOTICE
PN 04 99 01H 05 20	CA POLICYHOLDER NOTICE - RATING AND DIVIDEND INFO
PN 04 99 02B 05 02	CA POLICYHOLDER NOTICE - INSURANCE RATING LAWS
PN 04 99 04 12 01	POLICYHOLDER NOTICE - CIGA SURCHARGE
PN 04 99 08 12 19	CA POLICYHOLDER NOTICE - BILL NO 5 - INDEPENDENT CONTRACTOR
RC 270 11 09	CA RISK CONTROL NOTICE
WC 00 00 00C 01 15	WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY
WC 00 04 06 08 84	PREMIUM DISCOUNT ENDT (Applicable to CA, CO, CT, DE, KS, ME, MT, NY, OR, PA, TN, TX, VT, VA, HI)
WC 00 04 22C 01 21	TERRORISM RISK INSURANCE PROGRAM REAUTH ACT DISCLOSURE (Not Applicable to AA, AE, AP, FL, MI, ND, OH, PR, WA, WY)
WC 04 00 02 07 98	CA SCHEDULE OF NAMED INSURED
WC 04 00 03 07 98	CA SCHEDULE OF LOCATIONS
WC 04 00 04 07 98	CA SCHEDULE OF FORMS
WC 04 03 01D 02 18	CA AMENDATORY ENDORSEMENT
WC 04 03 60B 01 15	CA EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT
WC 04 04 22 01 12	CA SHORT RATE CANCELLATION ENDT

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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WC 04 06 01A 12 93	CA CANCELLATION ENDORSEMENT
WC 04 06 04 09 20	CA COVID-19 REPORTING REQUIREMENT ENDT
WC 251A 01 85	CA VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE
WC 252 04 84	CA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDT
WC 90 06 01 04 14	EXECUTION OF OFFICERS SIGNATURES
WC 99 06 18B 03 16	NOTICE OF CANCELATION TO DESIGNATED PERSON OR ORGANIZATION (Not Applicable to AA, AE, AP, AZ, DC, FL, KS, MN, MO, NC, ND, NJ, NY, OH, OR, PA, PR, TX, VT, WA, WI, WY)
WC 99 06 37A 02 18	OH CANCELATION AND NONRENEWAL ENDT
G 1690B 04 85	Endorsement 1 - CONTINUATION OF FORM WC 252 041984
G 1690B 04 85	Endorsement 2 - NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION ENDT

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

AL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
AZ	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
FL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
CO	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
MA	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
MN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
MO	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
NV	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
RI	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
SC	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
NY	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
NC	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
OK	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
OR	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
TN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021 Policy No. 406-04-69-96 -0001 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

GA	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
WV	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
IL	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
IN	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
KS	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
LA	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
VT	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED
VA	ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021 Policy No. 406-04-69-96 -0001 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on August 23, 2021 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. 406-04-69-96-0001 Endorsement No.

of the Atlantic Specialty Insurance Company (NAME OF INSURANCE COMPANY)

issued to FLOCK GROUP INC

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED	

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

2. Operations:

3. Premium
   The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021 Policy No. 406-04-69-96-0001 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

DocuSign Envelope ID: [redacted]

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ALL PERSONS OR ORGANIZATIONS ON FILE WITH THE INSURED

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2021 Policy No. 406-04-69-96-0001 Endorsement No.

Insured FLOCK GROUP INC Premium $

Insurance Company Atlantic Specialty Insurance Company

Countersigned By _____

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Redaction Log

Reason	Page (# of occurrences)	Description
no reason	**1** (1) **2** (3) **3** (1) **4** (1) **5** (1) **6** (1) **7** (1) **8** (1) **9** (1) **10** (1) **11** (1) **12** (1) **13** (1) **14** (1) **15** (6) **16** (1) **17** (1) **18** (1) **19** (1) **20** (1) **21** (1) **22** (1) **23** (1) **24** (1) **25** (1) **26** (1) **27** (1) **28** (1) **29** (1) **30** (1) **31** (1) **32** (1) **33** (1) **34** (1) **35** (1) **36** (1) **37** (1) **38** (1) **39** (1) **40** (1) **41** (1) **42** (1) **43** (1) **44** (1) **45** (1) **46** (1) **47** (1)	---